

ARTICLE I
DEFINITIONS AND CONSTRUCTION

1.0 Definition and Construction.

1.1 Structure. This Agreement includes certain Exhibits and Schedules that immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

1.2 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings specified in **Schedule 1.2** or as defined elsewhere in this Agreement.

1.3 Interpretation.

- (a) The definitions in **Schedule 1.2** shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “**include**,” “**includes**” and “**including**” shall be deemed to be followed by the phrase “**without limitation**”. The words “**shall**” and “**will**” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits, Appendices and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (d) Unless the context shall otherwise require, any reference to any agreement, other instrument (including SBC-AMERITECH, AT&T or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- (e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

- (f) Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

1.4 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

1.5 Regional Matters.

- (a) AT&T Corp. has a regional administrative structure in which its central region ("**Region**") comprises the states of Illinois, Ohio, Indiana, Michigan and Wisconsin, states in which SBC-AMERITECH Wisconsin and its Affiliates conduct business operations and in which SBC-AMERITECH Wisconsin and certain of its Affiliates are Incumbent Local Exchange Carriers. SBC-AMERITECH Wisconsin and AT&T Communications of Wisconsin, Inc. currently perform, or cause their Affiliates to perform, administrative and specialized business operations on a centralized basis in the Region.
- (b) The Parties shall cooperate in the administration and performance of this Agreement and any other agreements between the Parties and their Affiliates approved under Section 252 of the Act relating to the Parties' provision of Telecommunications Services in the Region (the "**Regional Interconnection Agreements**") so that the following are accomplished:
 - (1) Whenever this Agreement requires a procedure for deployment of the relevant facilities, services and functions, the Parties shall, to the maximum extent practicable in light of local state differences, use a single Joint Operational Team (as hereinafter defined) to develop operational plans which will satisfy the requirements of all Regional Interconnection Agreements. Except as necessary to accommodate individual state differences or requirements, meetings of the Joint Operational Team shall be held in Chicago, Illinois; and
 - (2) The Parties agree that they will use their best efforts to maintain single points of contact and operational interfaces for all Regional Interconnection Agreements.